

**FISCHER      DORITY**  
PROFESSIONAL CORPORATION

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July 25, 2005

**VIA EFIS**

Secretary of the Commission  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, Missouri 65102-0360

Re: Notice of Adoption of Interconnection Agreement  
Spectra Communications Group, LLC/ United States Cellular Corporation

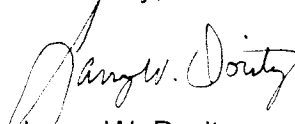
Dear Ms. Dale:

This letter is submitted on behalf of Spectra Communications Group, LLC ("Spectra"), pursuant to Commission Rule 4 CSR 240-3.513(4)(A), to effectuate the adoption of an interconnection agreement previously approved by the Commission.

Spectra received notice that under Section 252(i) of the Telecommunications Act of 1996, United States Cellular Corporation ("USCC") wished to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between Spectra and WWC License LLC that was approved by the Missouri Public Service Commission in **Case No. TK-2003-0306**. In accordance with 4 CSR 240-3.513(4)(A), attached hereto and incorporated by reference is the executed June 28, 2005 letter of adoption, reflecting the signature page signed by both parties to the adoption.

Thank you for bringing this filing to the attention of the appropriate Commission personnel.

Sincerely,



Larry W. DORITY

Att:  
cc: Office of the Public Counsel  
General Counsel's Office  
Stephen P. Fitzell, Esq., for USCC



June 28, 2005

**Subject: United States Cellular Corporation's ("USCC") adoption of the terms of the Interconnection and Reciprocal Compensation Agreement between Spectra Communications Group, LLC and WWC License LLC**

Dear Mr. Naumann :

SPECTRA COMMUNICATIONS GROUP, LLC ("SPECTRA") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), USCC seeks to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between SPECTRA and WWC License LLC ("WWC") that was approved by the Missouri Public Service Commission as an effective Agreement in the State of Missouri in Case Number TK-2003-0306 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below, USCC adopts the Terms of the WWC agreement for Interconnection with SPECTRA and in applying the Terms, agrees that USCC shall be substituted in place of WWC in the Terms wherever appropriate.
2. USCC requests that notice to USCC as may be required under the Terms shall be provided as follows:

<b>To:</b> United States Cellular Corporation Attn: Jim Naumann 8710 W. Bryn Mawr, Ste. 700 Chicago, IL 60631 (773) 399-7070	<b>Copy:</b> Stephen P. Fitzell, Esquire c/o: Sidley Austin Brown & Wood LLP Bank One Plaza 10 S. Dearborn Street Chicago, IL 60603 (312) 853-7379
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SPECTRA requests that notice to SPECTRA as may be required under the Terms shall be provided as follows:

To: Spectra

Attn: Director Carrier Relations  
100 CenturyTel Drive  
Monroe, LA 71203  
(318) 330-6148

Copy: Spectra

Attn: Director External Affairs  
911 North Bishop, Suite C-207  
Texarkana, TX 75501  
(903) 792-3499

3. **USCC represents and warrants that it is licensed to provide Wireless telecommunications service in the State of Missouri, and that its adoption of the Terms will cover services in the State of Missouri only.**
4. USCC's adoption of the WWC Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate pursuant to the WWC Terms.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), SPECTRA does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by SPECTRA of the Terms does not in any way constitute a waiver by SPECTRA of any position as to the Terms or a portion thereof, nor does it constitute a waiver by SPECTRA of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of USCC's 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing Interconnection Agreement with regard to the rates paid for the exchange of ISP-bound traffic.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
8. SPECTRA reserves the right to deny USCC's adoption and/or application of the Terms, in whole or in part, at any time:
  - (A) when the costs of providing the Terms to USCC are greater than the costs of providing it to WWC;
  - (B) if the provision of the Terms to USCC is not technically feasible; and/or to the extent USCC already has an existing Interconnection Agreement

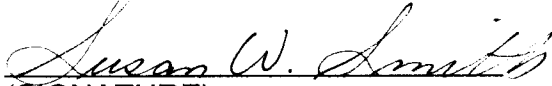
(or existing 252(i) adoption) with SPECTRA and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);

9. Should USCC attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, SPECTRA reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that SPECTRA is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153 as provided by 47 U.S.C. 251(f). By entering into this Agreement, SPECTRA is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

SPECTRA COMMUNICATIONS GROUP, LLC

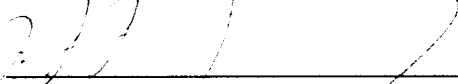
  
(SIGNATURE)

Susan W. Smith  
(Print Name)

Director – Ext. Affairs  
(Print Title)

Reviewed and countersigned:

UNITED STATES CELLULAR CORPORATION

  
(SIGNATURE)

Michael Trizany  
(Print Name)

CIO - EVP - Engineering  
(Print Title)